

US. Department of Energy Fernald Area Office NEGOTIATED SALES CONTRACT	Contract Number IFB FY040028	Page 1	Of
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This contract is entered into by and between Fluor Fernald, Inc., (hereinafter referred to as "Agent") acting for the United States Department of Energy (hereinafter referred to as the "DOE") under the provisions of Contract No. DE AC24-010H20115, with the United States of America (hereinafter referred to as "Government") and the Purchaser below identified. The Purchaser agrees to purchase and the Agent agrees to sell the Government-owned property described below subject to the General Sale Terms and Conditions attached and any special conditions set forth herein.

Item(s)		Maximum Quantity	Unit	Unit Price	Amount
1-24	Miscellaneous Lab & Audio Equipment and Furniture THIS SALES CONTRACT SHALL BE IN FORCE FROM THE DATE OF ACCEPTANCE THROUGH COMPLETION OF DELIVERY OF THE MATERIAL.				

TOTAL _____

The Purchaser represents: (a) that he __ has, __ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the purchaser) to solicit or secure this contract and (b) that he __ has, __ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the purchaser) any fee, commission, percentage, or brokerage fee, contingent upon or resulting from the award of this contract and agrees to furnish information relating thereto as requested by the Agent.
 (Note: for interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.)

Name, Address and Phone # of Purchaser		Signature of Person Authorized to Sign This Contract:	
		Title:	
ACCEPTANCE FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA		Date of Acceptance:	
Accepted as to Items Numbered:			
Title			

**SALE OF SURPLUS EQUIPMENT
CONTRACT # IFB FY040028**

I. PURPOSE

This Invitation for Bid (IFB) is entered into by and between Department of Energy (hereinafter referred to as the "DOE/Owner") acting through Owner's Agent, Fluor Fernald Inc. under the provisions of Contract No. DE AC24-010H20115, with the United States of America (hereinafter referred to as "Government").

This Invitation for Bid (IFB) has been developed to support the sale of the EQUIPMENT located at:

Fluor Fernald
7400 Willey Road
Hamilton, OH 45013

Contact: Jean Skiff (513) 648-3812 jean.skiff@fernald.gov

II. DESCRIPTION

Enclosed is a list of surplus equipment, quantity, manufacturer, and lot information, if available. The items may vary in condition. **Inspection is encouraged if you should have an interest in the equipment. The screening process and High Risk Review has been completed on all items.** If you need additional information, please free to contact Jean Skiff, 513-648-3812.

III. BID REQUIREMENTS

All bids shall be received no later than **Friday, July 9, 2004, 3:00 p.m. EST** and include the following information:

- \$ **The Negotiated Sales Contract completed and signed.**
- \$ **The Table of Equipment with bid.**
- \$ **Please note that the minimum bid per line item is \$5.00. Offers under \$5.00 will not be considered.**
- \$ **Letterhead with your bid proposal and signature and IFB number and line item.**
- \$ **The Buyer/Disclaimer form must be completed signed and accompany all bids. If the Buyer Disclaimer form is not received with your bid, the bid offer will not be accepted.**
- \$ **Please do not send attachments through Internet e-mail; however, you may forward your bid with an e-mail message.**

This IFB is open and bids may be sent in the following manner: Internet: mail, facsimile (513-648-3743, ATTN: Jean Skiff), or the United States Postal Service. If you should choose the Postal Service, it is recommended to use mail with guaranteed arrival.

The following is the address for postal mail:

Fluor Fernald, Inc
Attn: Jean Skiff M/S 57
P.O. Box 538704
Cincinnati, OH 45253-8704

IV. PURCHASE CRITERIA

Bidders are urged to inspect the items before placing a bid, and a date must be reserved for inspection. **July 7th and 8th have been set aside for inspection.** If you should have any concerns or questions and wish to reserve a date for inspection, you may contact John Ludwig, 513-648-5058 or Melissa Bowlin, 513-648-5044. A reserved date is necessary to ensure the proper personnel will be available for

escort.

The equipment listed in the table **will be sold by line item only**. You must enter your bid in the appropriate column for the item you wish to purchase or forward a letter with your bid proposal and signature. (See Bid Requirements.) If you choose to use the table, enter the dollar value of your bid at the bottom of the table, and also complete the Negotiated Sales Contract. If you wish to use your company letterhead, it must reference the IFB number (Shown as the Contract Number), the line item, description, bid total for the bid item(s), and signature. The Buyer/Disclaimer form must accompany all bids, or your bid will not be accepted. It will be understood that you agree to the Fluor Fernald, Inc. Terms and Conditions as listed in this IFB and in Terms and Conditions 08-03.

The award will be made to the highest acceptable bidder. Items awarded to the highest bidder is contractually yours and must be paid for in advance and removed within the time period specified by this IFB. (See Acceptance/Pickup Criteria.)

V. ACCEPTANCE/PICK UP CRITERIA

The bidder will be advised of the award by a confirming letter of our acceptance as soon as selection has been made and the consent of Department of Energy (DOE) has been received, if necessary.

All confirming letters to Fluor Fernald Inc. employees will be sent via inter-office mail and posted on a Spreadsheet in T-138, Office 8.

No award information will be given over the phone.

All pickups must be scheduled ahead of time.

Employees must schedule pickups on their lunch hour unless special arrangements are made and approved.

Full payment by check must be received before or at the time of pick up. Payment may be made in the following manner:

Personal check with an attached *Letter of Credit*

Certified Check or Business Check

Checks must be made payable to: Fluor Fernald, Inc.

Title (ownership) will be transferred from DOE to the Purchaser at the time of pick up.

The Purchaser is responsible for pick up, loading and transportation of any awarded item by July 19, 2004. After this time, items will be considered abandoned and will be disposed of as scrap. The Purchaser is required to provide transportation that is suitable for carriage of the equipment purchased, and must comply with all local, state, federal and Department of Transportation regulations (including coverings if required).

The Purchaser agrees to comply with the above-prescribed period of time for payment and removal. If the Purchaser should default, a letter of written justification may be submitted for review by Fluor Fernald, Inc. for negotiations (Terms and Conditions 08-03, #9). Subject to approval by DOE, and/or Fluor Fernald, Inc.

A written notification of who was awarded the sale will be sent to the unsuccessful bidders. All unsuccessful Fluor Fernald, Inc. bidder's notification will be sent via inter-office mail.

Please note the following schedule for transportation purposes:

Fluor Fernald, Inc. shipping hours at 7400 Willey Road, Hamilton, OH 45013, is Tuesday through Thursday, 7:30 a.m. - 3:30 p.m. unless prior arrangements are made.

PURCHASER PLEASE NOTE: Requested schedule for pick up time must be telephoned or faxed to Jean Skiff or Melissa Bowlin (Fax # 513-648-3743). This is necessary to have the proper personnel available for escort. The Purchaser will make all arrangements and perform all work necessary to effect removal of the property. **The purchaser shall remove the property at his/her expense within the period stated in the Invitation or in the Award Letter unless prior arrangements are made. Failure to comply may result in purchased property to be considered Abandoned and disposed of as Scrap.**

VI. TERMS AND CONDITIONS

General Sale Terms and Conditions 08-03 are applicable to this bid. The Terms and Conditions are located in Acrobat and Fluor Fernald, Inc. strongly urges you to carefully review all Terms and Conditions of this sale for Purchaser's responsibility. If you do not have access to the Terms and Conditions 08-03 you may contact Jean Skiff (513) 648-3812 for a copy.

The items are sold "**AS IS**", "**WHERE IS**" and "**ALL SALES ARE FINAL.**"

This IFB does not obligate Fluor Fernald, Inc. or the DOE to pay any cost incurred in the preparation and submission of a bid, nor to enter into a sales agreement or any other arrangement with the bidder.

- \$ Fluor Fernald, Inc. reserves the right to reject any bid that does not meet the bid requirements.
- \$ Fluor Fernald, Inc. reserves the right to award items separately or to award all the items to one bidder.
- \$ Fluor Fernald, Inc. reserves the right to reject, accept or negotiate any bid if deemed in the best interest of Fluor Fernald, Inc. and the DOE.
- \$ **Should a request for the transfer be received from any Government agency prior to the time of the award, Fluor Fernald, Inc. reserves the right to cancel this IFB or any portion of the IFB as deemed necessary by Fluor Fernald, Inc. or DOE.**

The Purchaser will comply with Department of Commerce Export Control Regulations. Personal property purchased from the U.S. Government may or may not be authorized for export/import from/into the country where the personal property is located. If export/import is allowed, the Purchaser is solely responsible for obtaining required clearances or approvals. **The Purchaser also is required to pass on DOE's export control guidance if the property is resold or otherwise disposed.**